

RELEASE OF LIABILITY FOR USE OF CAD DRAWINGS

Owner and its Consultants have provided Computer Aided Drafting (CAD) files of the RFP drawings for use by the prequalified Design-Build proposal teams ("Design-Builder") during their preparation of Proposals. Design-Builder's execution of this Release of Liability is a condition precedent to use of the CAD Files.

1. Owner and its Consultants make no representation or warranty as to the compatibility of the CAD Files with any hardware or software, or from the modification or conversion of the CAD Files into another format.
2. Because the information set forth on the CAD Files can be modified unintentionally or otherwise, Owner and its Consultants reserve the right to remove all indicia of ownership and/or involvement from each electronic display. The CAD Files and the media on which they are provided should not be considered certified documents.
3. All information on the CAD Files is considered instruments of service of the Owner and its Consultants, and shall not be used for other projects, for additions to this project, or completion of this project by others. The CAD Files shall at all times remain the property of the Owner and its Consultants, and in no case shall the transfer of the CAD Files be considered a sale or other transfer of ownership rights.
4. To the fullest extent allowed by law, Owner and its Consultants make no representation or warranty regarding the accuracy, title, non-infringement, completeness, or permanence of CAD Files, nor for their merchantability or fitness for a particular purpose. The Design-Builder acknowledges that it has not relied on any representation or warranty other than those expressly set forth herein in signing this Release of Liability. The CAD Files shall not be considered to be Contract Documents.
5. Design-Builder's use of the CAD Files shall not in any way obviate Design-Builder's responsibility for meeting the required criteria as set forth in the RFP, including, but not limited to, the proper checking and coordination of space sizes and adjacencies.
6. Design-Builder shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Owner and its Consultants from all claims, damages, losses, expenses, penalties, and liabilities of any kind, including attorneys' fees, arising out of or resulting from the use of the CAD Files by Design-Builder, or by third party recipients of the CAD Files from the Design-Builder.
7. Owner and its Consultants believes that no licensing or copyright fees are due to others on account of the transfer of the CAD Files, but to the extent any are, Design-Builder will pay the appropriate fees and hold Owner and its Consultants harmless from such claims.

AUTHORIZED ACCEPTANCE

Design-Build Entity

Signature

Print Name and Title

Date